

WARRANTY PROGRAM SERVICE & SUPPORT

SATABOY®
SASBOY™
SATABEAST®
SATABEAST® Xi
SASBEAST™
NEXSAN E18™
NEXSAN E60™
NEXSAN E60X™

WARRANTY GENERAL TERMS

Nexsan warrants that its Hardware Products are free from defects in material and workmanship for 3 years from date of shipment or contract purchase, and will conform to the applicable Nexsan specifications, under normal use and service, for the applicable warranty period of 3 years. All warranties begin upon original shipment date from Nexsan. (Software is covered under a separate Warranty)

Nexsan's sole and exclusive obligations under its Warranty are to repair or replace, at Nexsan's option, the nonconforming system or component, or to issue Customer a refund for the purchase price of the equipment.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. THE WARRANTY REMEDIES STATED HEREIN ARE EXCLUSIVE. Nexsan shall not be responsible or liable for any consequential, indirect or special damages to any party, including lost profits, lost savings, lost data and loss of reputation, even if Nexsan has been advised of the possibility of such damages. Nexsan strongly urges all customers to take precautions to protect against data loss, particularly mission critical data, and to properly archive and backup data.

Any Nexsan Warranty shall immediately be null and void if, in Nexsan's sole judgment, the unit has been altered or repaired other than with authorization from Nexsan and by its approved procedures, has been subject to misuse, abuse, negligence or accident, damaged by excess voltage, damaged in shipment, subjected to improper environmental conditions, or had its serial numbers and/or other marking altered, defaced or removed. Normal user preventative maintenance is the responsibility of the Purchaser and is excluded from this Warranty.

Nexsan uses specific drive models, revision levels, and specially screened drives to ensure proper operation and reliability of the Nexsan Storage array. Drives not supplied by Nexsan can cause the array to function less than optimally or not at all and will therefore, in all cases, cause the Warranty to terminate. Some levels of Nexsan firmware may prevent drives not supplied by Nexsan to be recognized by the array.

In the event of a failure during the warranty or any contracted support period the end-user may contact Nexsan

Technical Services during standard Nexsan Business Hours, 8:00AM to 5:00PM Monday through Friday, at the Nexsan Regional Support Center nearest to the product location and a Nexsan engineer will assist in diagnoses and resolution. Please refer to the Nexsan Support Web page for complete information on how to contact your nearest Nexsan regional support center or call +1 760 690 1111. Customers may also contact Nexsan Technical Services via email at support@nexsan.com. All support requests via email are addressed during standard Nexsan Business Hours.

Nexsan will make available, free of charge to the original registered owner of the Product, any Nexsan Software updates and maintenance releases which are issued during the warranty or contracted support period. Major releases are not included in any support level. These updates are available at www.Nexsan.com and may only be available if the system has been registered through the on-line or GUI process.

Nexsan provides advance replacement of any identified defective hardware component during the warranty period. Replacement components will be advance shipped within one business day. Deliveries are normally shipped via standard two day freight. Actual delivery times may vary depending upon location.

A Customer who does not wish to replace defective components may arrange for the entire storage device to be shipped, at Customer's expense, to Nexsan for diagnosis and repair or alternatively may request on-site professional services from Nexsan. If professional services are requested, a quote will be provided to the Customer.

Available Support Upgrades: See the Nexsan Support Web page for details on these offerings:

- NBD On-Site Support
- 7x24x4 On-site support
- 7x24 Telephone Technical Support
- On Site Spares Kit (OSSK)
- Nexsan Professional Services